

North Carolina Department of Information and Technology

And

Global Tel*Link

AMENDMENT No. 6 to DIT-000938A Contract

This Amendment No. 6, together with previous Amendments, for Payphone Services Contract, dated June 30th, 2004 between Global Tel*Link Corporation, with an address of 12121 Sunset Hills Road, Reston, VA 20190 (“GTL” or “Company”) and the State of North Carolina, North Carolina Department of Information Technology (“DIT” or “Premise Provider”), with an address of 3700 Wake Forest Road, Raleigh, North Carolina 27609, amends that certain Payphone Services Contract DIT-000938A. All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

Whereas, the Parties desire to amend the Contract to exercise renewal options, add additional services, provide for a technology grant to the Department of Public Safety, Adult Corrections-Prisons, and to add commissions to the Department of Public Safety, Adult Corrections-Prisons. A quote will be submitted to GTL on requested equipment.

Now, therefore, in consideration of the promises and covenants set forth in this Amendment, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties’ signatures, the Parties agree as follows:

1. **Clarification.** The Parties agree that a previous amendment was named incorrectly, which resulted in two amendments being named “Amendment #5”; henceforth, this amendment will be designated as Amendment #6
2. **Renewal Options Exercised.** The Parties elect to exercise both 1-year renewal options to the Contract, as provided at Paragraph 2 to Amendment #5. Accordingly, the Parties agree to amend the Contract to extend the contract through June 30th, 2020, upon expiration of the current period which expires June 30th, 2018.
3. **Compensation – Inmate Telephone Services.** The Parties agree to a commission structure, such that GTL will commence paying a commission to North Carolina Department of Public Safety, Adult Corrections-Prisons (“NCDPS-Prisons”), based on the below computation:
 - a. Remuneration shall be based on billable minutes of use, which shall be \$0.01 per minute billed or prepaid for all completed inmate telephone calls covered by this Agreement. Billable or prepaid minutes of use is every completed inmate call that is accepted by an end user and billed via a local exchange carrier or prepaid to Company. Billable or prepaid minutes of use, on which monthly commission will be paid, does not include: (i) taxes and tax-related surcharges; (ii) credits; (iii) account and other transaction fees; and/or (iv) any amount Company collects for, or pays to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Company in connection with such programs. Commission payments shall be paid monthly. All commission payments shall be considered final and binding upon the Premise

Provider unless written objection is received by the Company within sixty (60) days of receipt of commission payment by the Premise Provider.

Commission payments will be delivered to the address listed in this Section, which may be changed by Premise Provider from time to time upon notice to Company in accordance with terms of the notice provision of this Agreement.

North Carolina Department of Public Safety
Fiscal – Special Funds Accounting
2020 Yonkers Road, MSC 4220
Raleigh, NC 27600
Attn: Teresa L. Jarman

4. **Technology Grant.** Upon the Effective Date of this Amendment and for the duration of this Contract through June 30th, 2020, the Contractor shall provide a technology funding grant to the NCDPS-Prisons , in the total amount of four million dollars (\$4,000,000), as further consideration for the right to provide inmate telephone services in the NCDPS-Prisons facilities through June 30th, 2020; provided, however, that such amount is limited to two million dollars (\$2,000,000) in the first year (i.e., through June 30th, 2019), and two million dollars (\$2,000,000) in the second year, (i.e., through June 30th, 2020). The Director of Prisons of the North Carolina Department of Public Safety must give approval for use of the grant funds, and provide receipts to GTL prior to the grant disbursements.
5. **Equipment.** Premises Provider will receive as set forth on Attachment 1, Services Schedule, Enhanced Services IP Enabled Tablets (“Services Schedule”).
6. Except as set forth above, there are no other revisions or amendments to the Contract or to the obligations of Company or Premises Provider.
7. In the event of any inconsistencies between the terms and conditions contained the Contract and the terms and conditions contained herein, the terms and conditions contained herein shall control. Except as set forth in this Amendment, the Agreement remains in full force and effect, without modification or amendment, and is hereby ratified and confirmed. This Amendment may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract. Original signatures transmitted by facsimile or electronic mail shall be effective to create such counterparts. Each person whose signature appears below warrants and represents that s/he has the requisite authority to execute this Amendment on behalf of the entity for which s/he is signing.

[Signatures on following page]

IN WITNESS, WHEREOF, the Parties hereto, intending to be legally bound, have duly executed this Amendment and it is effective as of the last date provided below.

Global Tel*Link Corporation

By: 
Name: Jeffrey B. Haidinger

Title: President & Chief of Business Solutions

Date May 29, 2018

North Carolina Department of Information Technology

DocuSigned by:
By: 
Name: Eric Boyette

Title: SCIO

Date: 5/30/2018 | 11:29 AM EDT, 2018

Attachment 1**Service Schedule****Enhanced Services - IP-Enabled Tablets**

1. **Applicability.** This Service Schedule applies only to the enhanced services referenced. Where "Company" is used in this Service Schedule, it will mean GTL Enhanced Services, LLC.

2. **Definitions.** Capitalized terms used and not otherwise defined will have the meaning set forth in the Agreement.

"Agreement" means the contract, as amended, to which this Service Schedule is attached.

"Enhanced Services" means enhanced communications, information services, educational, and entertainment products (as defined below).

"IP-Enabled Tablets" (or "Tablets") means an Inspire™ device capable of allowing access to Enhanced Services.

3. **Deployment Locations.** Enhanced Services will be deployed at the locations listed in the table below (individually "Location" and collectively "Locations"), as such may be updated from time to time. Company reserves the right to terminate Enhanced Services at any Location and all Locations if equipment is subjected to recurring vandalism, or after consultation with Premises Provider, there is sustained insufficient revenue to warrant the continuation of Enhanced Services.

Location	Location Description	Tablets Sufficiency
		Tablets sufficient for up to 10,000 inmate users. Roll out, timing, and facilities to be mutually agreed between GTL and NCDPS-Prisons

4. **Company Provided Equipment, Services and Cabling.** Company will supply equipment, hardware, circuits, to deploy Enhanced Services at the Locations at no cost to Premises Provider. Premises Provider is responsible for all internal wiring at the facility(s). Company will retain all right, title, and interest in and to all equipment (including any associated hardware, software and access points), and services supplied. Cabling will become the property of the Premises Provider upon the expiration of the Agreement. Upon termination of Enhanced Services at any Location(s), Premises Provider will collect and deliver to Company all Tablets and related equipment assigned to the Location(s) and provide Company a reasonable opportunity to collect all associated equipment and hardware (except cabling). NCDPS-Prisons through its maintenance department and/or its service contractor(s) will assist GTL in collecting the GTL equipment, including all access points installed.

5. **Support and Maintenance.** Company will provide all support and maintenance services for Enhanced Services, including the IP-Enabled Tablets, subject to the limitations described herein.

Company will respond promptly to all support requests; provided, however, that reports or requests involving the security features of the Tablets will have priority. Premises Provider acknowledges that the resolution of certain hardware and software events will be subject to supply chain lead times, and that Tablets will not be available while being repaired or maintained. The Premises Provider will permit Company authorized personnel access to the equipment, information, data, data communication services, and communication lines required for the installation, operation, and/or maintenance of Enhanced Services, at such times and for such purposes as reasonably necessary or appropriate to permit Company to perform its obligations herein. Any Company authorized personnel will be required to follow Premises Provider's security clearance procedures, including background checks as necessary.

6. Tablets. Company will supply the number of Tablets for the Term of the Agreement sufficient to meet the usage of up to 10,000 inmates for no less than 8 hours per day, at facilities mutually agreed between Premises Provider and Company, subject to the following limitations and conditions. Each inmate provided a Tablet must agree to accompanying terms and conditions to be granted use of the Tablet. Company will install a number of Tablet charging enclosures as mutually agreed with Premise Provider, in order to meet the demand (individually "Station" and collectively "Stations"), and at locations agreed upon by the Parties. Upon agreement of the Parties, Company will supply one (1) wall charger with each Tablet in lieu of charging enclosures. Company will install access points to enable access within each Location, as reasonably permitted by layout and other characteristics of the Location.

- a. Enhanced Services. Company will provide the following Enhanced Services via the Tablets:
 - i. Content. Company will make available certain content that may be loaded on or accessed through the Tablets, including music, games, eBooks, electronic messaging, and such other content as may be agreed upon in writing by the Parties ("Content"). Content will be provided on a per minute access basis. Content will be supplied on a rolling basis as soon as reasonably practicable following deployment of Enhanced Services. Company reserves the right to alter or discontinue any Content.
 - ii. Learning Management System, Law Library and Assessment Tools: Company will make available to Premises Provider a highly secure Learning Management System (LMS), Law Library and Assessment tools for up to 1000 concurrent licenses offered on a no charge subscription basis. One user at a time per license. Premises Provider will assign user access to the LMS on an individual basis such that access can be limited to only those users with approved access to the LMS. Basic Package includes: LMS, GED/HiSet Prep, 25 Life Skills Course, Khan Academy Lite, and Cognitive Behavioral Needs Courses. Basic Package is provided at no charge to Premises Provider. Lexis/Nexis Law Library is included, also at no charge to Premises Provider. Assessment tools are also provided at no charge to Premises Provider. The Parties will mutually agree on any license or other fees for user access beyond 1,000 concurrent users.
 - iii. Inmate Accounts. All Tablet usage may be purchased with money from an Inmate Account, which is funded by inmates or their families or friends (individually "Inmate Account" and collectively "Inmate Accounts"). Inmates fund the Inmate Account by transferring monies from their trust account. Inmate friends and family fund an inmate's Inmate Account by deposits made through Company consumer channels. Transaction Fees may apply. Funds in an Inmate Account may only be returned to an inmate upon termination of Enhanced Services at all Locations or upon an inmate's release. Inmate friends and family deposits are final.

- iv. Voice Communication. Company will enable Tablets for outbound voice communications that include the security features and functionality of the inmate telephone service (“ITS”) platform.
- b. Company Obligations. Company will provide one headset to each inmate supplied a Tablet, and will supply replacement silicon earbuds for purchase by the inmate through Premises Provider’s commissary service. Company may replace or repair, in its sole discretion, any Tablet that is intentionally damaged or destroyed at the deployed location. Company may replace, upgrade, or substitute any or all of the Tablets at any time. Company will replace or repair on a one-time basis per inmate, any Tablet that is damaged or destroyed for reasons other than a willful act, subject to the following: (i) Company will have no obligation during any twelve (12) month period to replace or repair in a Location more than five (5) Tablets or a number of Tablets equal to five (5) percent of the Tablets deployed at the Location, whichever is greater; and (ii) Company may cease providing Enhanced Services at a Location, and remove the Tablets deployed to that Location, if Company has repaired and/or replaced in any twelve (12) month period ten (10) Tablets or a number of Tablets equal to ten (10) percent of the Tablets deployed at that Location, whichever is greater.
- c. Premises Provider Obligations. A Premises Provider must allow: (i) installation and use of a multiple channel wireless network within the 2.4GHz and 5 GHz bands at all Locations; (ii) use of wired headphones and lithium batteries for the Tablets; (iii) installation of Tablet charging enclosures or inmate access to electrical outlets for wall chargers (as applicable); and (iv) the sale of all Content listed in this Schedule and such other Content as may be added to the Schedule from time-to-time. In addition, a Premises Provider must: (1) distribute a Tablet to each inmate having access to a Location; (2) allow and facilitate the sale of Headsets, silicon earbuds and other Tablet accessories through its commissary without mark up; (3) facilitate the collection, testing, and re-distribution of accessories, including headsets, silicon earbuds, and wall charges; (4) allow the creation of Inmate Accounts for inmates payment of Content usage fees; (5) allow inmate family and friends to make deposits into Inmate Accounts; (6) facilitate the integration of Inmate Accounts for the real-time exchange of funds, at no charge to Company by either Premises Provider, or its third-party vendors, if any; (7) allow inmate voice communication duration for up to 60 minutes per call, with increased call durations as the Parties mutually agreed; (8) allow the use of Tablets throughout the Locations for no less than eight (8) hours per day; (9) facilitate the recycling and reuse of Tablets; (10) provide Company with secure space to store Tablets and other Company equipment associated with Enhanced Services; (11) provide at its expense all necessary power and power source(s); (12) designate a single point of contact authorized to act on behalf of the Premises Provider on all matters involving Enhanced Services, including reporting to Company any damage or malfunction with equipment; and (13) distribute one (1) headset to each inmate who is provided a Tablet the first time. Premises Provider will distribute Tablets to inmates in accordance with the process agreed upon by the Parties. Premises Provider will only allow the Tablets to be used for their intended purpose, and will not allow any third-party to, tamper with or otherwise modify the Tablets or associated software, or connect the Tablets or associated software to any hardware or software that is not provided by Company for use with Enhanced Services.

7. Enhanced Services and Accessories Rates. Company may apply the following charges on the use of the Tablets; provided, however, Company may change any pricing below. Taxes, and regulatory and other mandated fees may also apply.

- a. Inmate Content Access: \$0.05 per minute
- b. Replacement Headphones or Earbuds: \$4.00

- c. Learning Management System. There is no charge for the LMS, LMS content, Law Library or Assessments tools.
- d. Voice Communication completed using the Tablets will be charged at the same per-minute rate as ITS under this Agreement, and commission on revenue from voice communications completed using the Tablets will be \$0.01 per each billable minute of use.

8. Additional Terms

- a. Monitoring and Recording. Premises Provider acknowledges that the Enhanced Services provide Premises Provider with the ability to monitor and/or record use of the Tablets, including the ability to monitor and record communication, including voice communication, made through the Tablets, and monitor content streamed on the Tablets. Premises Provider further acknowledges and agrees that Company has no responsibility to advise Premises Provider with respect to any law, regulation, or guideline that may govern or control the recordation or monitoring by Premises Provider of the use of the Tablets, or compliance therewith. Premises Provider has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the monitoring and recording capabilities supplied through the Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premises Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premises Provider agrees to indemnify, defend, and hold Company and its affiliates harmless from any liability, claims, suits, proceedings, damages, costs, and expenses (including attorney's fees) relating to any claims made against Company arising out of failure of Premises Provider (or the Company at the direction of the Premises Provider) to comply with such law, regulation or guideline.
- b. Exclusivity and Right of First Refusal. Premises Provider will not allow any products or services that compete with those supplied by Company during the term of the Agreement to be, or to remain, installed at any Premises Provider facilities, including present and future Premises Provider locations. Company will have the exclusive right to provide the products and services implemented at Premises Provider facilities through the Tablets, and otherwise through the Agreement, and those other inmate communication, educational or entertainment products or services sought by Premises Provider during the term of the Agreement, including any products or services that may be delivered through a Tablet, whether the products or services are for inmates located at a Premises Provider facilities or at third-party facilities; provided, however, that Company may choose to not exercise this exclusive right. Company will also have the exclusive right to provide Premises Provider the products and services delivered under the Agreement for the period after its termination if Company matches the material financial and services conditions of a bona fide offer of any third party to provide these products and services, or any portion thereof, that Premises Provider is prepared to accept. Premises Provider will provide Company with the terms of such third-party offer in writing and no less than ten (10) business days to exercise its rights herein. Upon exercise by Company, the Agreement will renew with the modified financial and services terms for the extended period contemplated by the third-party offer.

c. Limitation of Liability

COMPANY AND ITS AFFILIATES AND SUPPLIERS WILL IN NO WAY BE RESPONSIBLE, OR LIABLE FOR, AND COMPANY IN NO WAY, GUARANTEES THE SAFETY, EFFICACY OR USE OF, THE TABLETS, HEADPHONE CORDS, OR OTHER ACCESSORIES, OR THE USE OF ANY DEVICE OR ACCESSORY IN ANY RELATED ACTIVITIES BY ANY TABLET SERVICE USERS, INMATES OR PREMISES PROVIDER PERSONNEL. FURTHERMORE, COMPANY AND ITS SUPPLIER ARE IN NO WAY RESPONSIBLE FOR ANY PHYSICAL HARM OR OTHER INJURY, FORESEEN OR UNFORESEEN, IN THE USE OF THE TABLETS, HEADPHONES, OR RELATED ACCESSORIES. PREMISES PROVIDER IS SOLELY RESPONSIBLE FOR KEEPING CORDS AWAY FROM THOSE WHO PRESENT RISK TO THEMSELVES OR OTHERS.

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, ENHANCED SERVICES AND EACH OF ITS COMPONENTS, INCLUDING THE TABLETS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS LICENSORS AND SUPPLIERS, AND THEIR RESPECTIVE AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, AND LACK OF VIRUSES, AND ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY OF ENHANCED SERVICES. COMPANY DOES NOT WARRANT THAT ENHANCED SERVICES WILL MEET YOUR REQUIREMENTS, BE ERROR-FREE OR THAT ALL ERRORS MAY BE CORRECTED. COMPANY DOES NOT WARRANT THAT USE OF ENHANCED SERVICES WILL BE CONTINUOUS OR UNINTERRUPTED AND COMPANY WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INTERRUPTION OF TRANSMISSION IN CONNECTION WITH ENHANCED SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF REVENUE OR PROFITS, OR FOR BUSINESS INTERRUPTION RELATING TO OR ARISING OUT OF ENHANCED SERVICES, INCLUDING THE TABLETS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.